

CHINA



MAIL.

Established February, 1845, With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

Vol. XXXV. No. 4981. 號五廿月六年九十七百八千一英

HONGKONG, WEDNESDAY, JUNE 25, 1879.

日六初月五年卯己

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON:—F. ALGAR, 8, Clement's Lane, Lombard Street. GEORGE STREET & CO., 30, Cornhill. GORDON & GOTH, Ludgate Circus. E. C. BATES, HENDY & CO., 4, Old Jewry, E.C. SAMUEL DRACON & Co., 160 & 164, Leadenhall Street.

PARIS AND EUROPE:—LEON DE ROSNY, 19, Rue Monsieur, Paris.

NEW YORK:—ANDREW WIND, 138, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND:—GORDON & GOTH, Melbourne and Sydney.

SAN FRANCISCO and American Ports generally:—BROWN & BLACK, San Francisco.

SINGAPORE AND STRAITS:—SAYLE & Co., Square, Singapore. C. BEHNKEN & Co., Manila.

CRINA:—Macao, Messrs A. A. DE MELLO & Co. Swatow, CAMPBELL & Co. Amoy, WILSON, NICHOLLS & Co. Foochow, HEDDER & Co. Shanghai, LAKE, CRAWFORD & Co. and KINLEY & WALSH. Yokohama, LAKE, CRAWFORD & Co.

Banks.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, \$5,000,000 Dollars. RESERVE FUND, \$1,800,000 Dollars.

COURT OF DIRECTORS.

Chairman—W. H. FORBES, Esq. Deputy Chairman—Hon. W. KESWICK. E. R. BELLIS, Esq. WILHELM REINERS, Esq. H. L. DARTMOUTH, Esq. F. D. SARBOON, Esq. H. HOFIUS, Esq. W. S. YOUNG, Esq. A. MOYER, Esq.

CHIEF MANAGER.

Hongkong, THOMAS JACKSON, Esq. MANAGER.

Shanghai, EWEN CAMERON, Esq.

LONDON BANKERS.—London and County Bank.

HONGKONG.

INTEREST ALLOWED.

ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits:—
For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. " "
" 12 " 5 per cent. " "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON, Chief Manager.

Offices of the Corporation, No. 1, Queen's Road East. Hongkong, February 15, 1879.

NOTICE.

ORIENTAL BANK CORPORATION.

THE AGENCY of this BANK at Foochow will be CLOSED and WITHDRAWN from 1st July next.

CURRENT DEPOSIT ACCOUNTS and FIXED DEPOSIT RECEIPTS will be PAID there AT ONCE with INTEREST to Date, or transferred to this Branch at the Exchange of the Day at the option of the Depositors.

GEO. O. SCOTT, p. Manager.

Oriental Bank Corporation, Hongkong, May 26, 1879.

COMPTOIR D'ESCOMPTE DE PARIS.

(Incorporated 7th & 18th March, 1845.)

RECOGNISED by the INTERNATIONAL CONVENTION OF 30th APRIL, 1862.

CAPITAL FULLY PAID-UP, \$3,200,000. RESERVE FUND, \$800,000.

HEAD OFFICE—14, Rue Bergère, PARIS.

AGENCIES and BRANCHES at:

LONDON, BOURBON, SAN FRANCISCO, MANZANILLO, BOGOTÁ, HONGKONG, LYONS, CALCUTTA, HANKOW, NANTES, SHANGHAI, FOOCHEW.

LONDON BANKERS:

THE BANK OF ENGLAND.

THE UNION BANK OF LONDON.

The Hongkong Agency receives Fixed Deposits on Terms to be ascertained on application; grants Drafts and Credits on all parts of the World, and transacts every description of Banking Exchange & Business.

E. G. VOUILLEMONT, Manager, Shanghai.

Hongkong, May 20, 1879.

Banks.

CHARTERED MERCANTILE BANK OF INDIA, LONDON & CHINA.

(Incorporated by Royal Charter.)

THE following Rates of Interest are allowed on FIXED DEPOSITS:—

For 12 months, 5 per cent. per annum.
" 6 " 4 per cent. " "
" 3 " 2 per cent. " "

H. H. NELSON, Manager.

Hongkong, May 31, 1879.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, \$2,000,000. RESERVE FUND, \$1,500,000.

Banks.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in Hongkong grants Drafts on London and the Chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

On CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

ON FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. " "
" 12 " 5 per cent. " "

NOTICES OF FIRMS.

NOTICE.

MR. CARL STIEBEL is authorized from this Date to SIGN our Firm by Procuration here, at Shanghai and at Yokohama.

REISS & Co.

Hongkong, May 29, 1879.

NOTICE.

THE INTEREST AND RESPONSIBILITY of Mr. WALTER SCOTT FITZ, in our Firm in Hongkong and China, CEASED on the 31st December last.

Mr. CHARLES VINCENT SMITH is admitted a Partner from this Date.

RUSSELL & Co.

Hongkong, January 1, 1879.

NOTICE.

THE INTEREST AND RESPONSIBILITY of Mr. CHAN HING WO in our Firm CEASED on the 21st day of January, 1879.

MAN FOOK SING HONG,

60 and 62, Bonham Strand.

Hongkong, June 6, 1879.

NOTICE.

MR. NGAN FOOK HOP was admitted a PARTNER in our Firm on the 22nd day of January, 1879.

MAN FOOK SING HONG,

60 and 62, Bonham Strand.

Hongkong, June 6, 1879.

NOTICE.

MR. JAMES ANDERSON, formerly Manager of the Foochow Dock, has this Day been admitted a Partner in our Firm.

J. INGLIS & Co.,

Victoria Foundry, Wanchai.

Hongkong, April 1, 1879.

Auctions.

PUBLIC AUCTION.

TO BE SOLD BY PUBLIC AUCTION, shortly, on a day to be hereafter named, unless previously disposed of by private contract,—

THE HONGKONG DISTILLERY.

Situate at East Point, Hongkong, now in Complete Working Order, and Capable of Distilling upwards of 2,000 Gallons daily. The Property is of a most valuable nature, comprising THREE PIECES OF GROUND close to the water, viz.:—Inland Lots Nos. 749, 781 and 782, with the Substantially Built DWELLING HOUSE and BUSINESS PREMISES, erected specially for the purpose only a few years since, together with the MACHINERY, ENGINES, STILL, VATS, STOCK, and TRADE FURNITURE and FITTINGS.

For further Particulars, apply to Messrs SHARP, TOLLER, and JOHNSON,

Solicitors, Supreme Court House, Hongkong.

Hongkong, March 5, 1879.

Intimations.

EX LATE ARRIVALS.

CHILDREN'S BOOKS, Latest Editions. CAVENTISH ON WHIST.

POLE'S THEORY OF WHIST. WALKER'S CORRECT CARD.

BALBRIGGAN UNDERSHIRTS (A Novelty). WIRE RAT TRAPS.

BULL'S EYE LANTERNS. BATH SPONGES.

WHITE BRO'S PORTLAND CEMENT.

LAWN TENNIS RATS, BALLS and NETS. LAWN BOWLS, QUOITS and OTHER GAMES.

Scotch Home-made JAMS and JELLIES. PHOTOGRAPHIC ALBUMS.

ICE PITCHERS and PAILS. AUTOMATON UMBRELLAS.

French BOOTS and SHOES. English BOOTS and SHOES.

CHRISTY'S BLACK and DRAB HATS. "YOU DIRTY BOY."

COPE'S GOLDEN CLOUD TOBACCO. AMERICAN GOLDEN LEAF TOBACCO.

Well-Seasoned CIGARS. MEERSCHAUM PIPES and CIGAR TUBES.

POCKET-KNIVES. QUININE.

CONSTABULARY REVOLVERS. SPIRIT LEVELS.

New Style CHIT BOOKS.

LANE, CRAWFORD & Co.

Hongkong, June 19, 1879.

Auctions.

PUBLIC AUCTION.

THE Undersigned has received instructions from Captain HOWES to sell by Public Auction, on

FRIDAY,

the 27th June, 1879, at 11 a.m.,—

(For account of the concerned.) The American Barque

"ABBE N. FRANKLIN,"

of 460 Tons or thereabouts, as she now lies in the Harbour, at the Buoy off the upper West Point Slip.

The HULL, 3 lower Masts, Bowsprit one Anchor and Chain, will be Sold on Board.

The Sails, Rigging, Stores and all Appurtenances, will be Sold in Lots, on Shore, at the upper West Point Slip.

TERMS OF SALE.—Cash on the fall of the hammer. The Vessel and all Lots, with all faults and errors of description, to be at Purchaser's risk on the fall of the hammer.

J. M. ARMSTRONG, Auctioneer.

Hongkong, June 19, 1879.

For Sale.

FOR SALE.

JULES MUMM & Co.'s CHAMPAGNE, in Quarts and Pints.

GIBB, LIVINGSTON & Co.

Hongkong, May 26, 1879.

FOR SALE.

(To close a Consignment.)

A Few Cases RUINART'S well-known CHAMPAGNE, at

\$10 per Case of 12 dozen Quarts. \$11 per Case of 12 " Pints.

LANE, CRAWFORD & Co.

Hongkong, June 17, 1879.

SELLING OFF.

As it is necessary to Effect a COMPLETE CLEARANCE by the end of the present month,—The whole of

LAMBERT ATKINSON & Co.'s REMAINING

VARIED STOCK,—

comprising:

FAMILY STORES. WINES.

SPIRITS. ALES.

STATIONERY. BOOKS.

ELECTRO-PLATED WARE. GLASSWARE.

CROCKERY. SHIPOHANDLERY.

&c., &c., &c.

Will be sold at FURST'S GREATLY REDUCED PRICES.

Hongkong, June 4, 1879.

WASHING BOOKS.

(In English and Chinese.)

WASHERMAN'S BOOKS, for the use of Ladies and Gentlemen, are now ready at this Office.—Price \$1 each.

China Mail Office.

Intimations.

NOTICE.

SUN SHING has REMOVED to No. 62, QUEEN'S ROAD, Opposite the CHARTERED BANK.

Hongkong, June 24, 1879.

NOTICE.

UNTIL further Notice all Communications for the Portuguese Consulate in Hongkong, or addressed to the Undersigned, should be Directed to the Care of A. G. ROMANO, Esq., Honorary Consul of Portugal.

J. LOUREIRO, Consul-General of Portugal.

Consulate of Portugal, Hongkong, June 20, 1879.

NOTICE.

CANTON INSURANCE OFFICE.

ADJUSTMENT OF BONUS FOR THE YEAR 1878.

SHAREHOLDERS in the above Office are requested to furnish the Undersigned with a LIST of THEIR CONTRIBUTIONS for the Year ending 31st December, 1878, in order that the Distribution of the PROFITS Reserved for CONTRIBUTORS may be arranged. Returns not rendered prior to the 30th JUNE Next will be Adjusted by the Office, and no Claims or Alterations will be subsequently admitted.

JARDINE, MATHESON & Co., General Agents.

Hongkong, 14th May, 1879.

NOTICE.

ALL CLAIMS against the Undersigned Firm, to be sent in on or before the 30th Instant, or they will not be Recognized.

W. B. SPRATT & Co.

Hongkong, June 3, 1879.

HONGKONG WHARF & GODOWNS.

GOODS RECEIVED ON STORAGE at Moderate Rates, in FIRST-CLASS GODOWNS, under European supervision, and VESSELS Discharged alongside the Wharf, on favorable Terms, with quick despatch. Also entire Godowns to be let.

MEYER & Co.

Hongkong, June 2, 1879.

HONGKONG & CHINA GAS COMPANY, LIMITED.

THE Transfer BOOKS of this Company will be CLOSED from the 1st to the 10th Proximo, both days inclusive.

A. NEWTON, Manager.

Hongkong, June 19, 1879.

NOTICE.

FROM the 1st of OCTOBER, DR. EASTLACK will receive his PATIENTS at his new DENTAL ROOMS, No. 60, QUEEN'S ROAD CENTRAL, over the MEDICAL HALL.

Hongkong, September 28, 1878.

DENTAL NOTICE.

DR. ROGERS will visit SHANGHAI during the Summer Months, leaving Hongkong on the 1st of April next, and returning about 1st November.

Hongkong, February 19, 1879.

Intimations.

G. FALCONER & Co., WATCH AND CHRONOMETER MANUFACTURERS, AND JEWELLERS.

NAUTICAL INSTRUMENTS, CHARTS AND BOOKS.

46, Queen's Road Central.

Hongkong, June 20, 1879.

NOTICE.

HONGKONG COMMERCIAL EXCHANGE.

THE EXCHANGE ROOMS in MARINE HOUSE, Queen's Road Central, are Open Daily for the use of MEMBERS from 9 a.m. to 6 p.m.

Special Days—TUESDAYS and FRIDAYS, from 12 to 12.30 and 4 to 4.30 p.m.

Applications for admission as Members to be addressed to

E. GEORGE, Secretary.

Hongkong, June 18, 1879.

YANGTZE INSURANCE ASSOCIATION.

NOTICE.

IN accordance with the Articles of Agreement, the Directors have declared a DIVIDEND to POLICYHOLDERS for the FIFTEEN MONTHS ending 31st December 1878, of THIRTY-THREE PER CENT. on the NET PREMIUM CONTRIBUTED, payable at our OFFICE on and after the 15th Instant.

POLICYHOLDERS are requested to send in particulars of their Contributions.

By Order of the Directors, RUSSELL & Co., Agents.

Hongkong, May 5, 1879.

Shipping.

Steamers.

FOR SWATOW, AMOY & FOOCHEW.

The Steamship "KWANGTUNG," Captain —, will be despatched for the above Ports on FRIDAY, the 27th inst., at Noon.

For Freight or Passage, apply to DOUGLAS LAFRAIK & Co.

Hongkong, June 23, 1879.

FOR FOOCHEW (DIRECT.)

The Eastern and Australian Mail Steam Co.'s Steamship "MENMUI," Captain —, will be despatched as above on SATURDAY Next, the 28th Instant, at Noon.

For Freight or Passage, apply to GIBB, LIVINGSTON & Co., Agents.

Hongkong, June 24, 1879.

FOR SINGAPORE AND PENANG.

The British Steamship "SALIN MARK," Captain JOHNSON, will load here for the above Ports, and will have quick despatch.

For Freight or Passage, apply to HOP KEE.

Hongkong, June 21, 1879.

Sailing Vessels.

FOR SAN FRANCISCO.

To-day's Advertisements.

7th DRAWING.

Chinese Imperial 8 per Cent. Loan of 1874.

NOTICE IS HEREBY GIVEN, that in conformity with the stipulation contained in the Bonds of this Loan, the following numbers of Bonds to be paid off at par, in Hongkong on the 30th of June, and in London on the 19th of August next, when the Interest thereon will cease to be payable, were this day Drawn at the Office of the HONGKONG AND SHANGHAI BANKING CORPORATION, situate No. 31 Lombard Street, in this City, in the presence of Mr. GEORGE HENRY BURNETT, Accountant of the said Corporation, and of the undersigned Notary.

NUMBERS OF BONDS DRAWN.

7	641	1288	1331	2562	3199	3807	4434	5045	5671
39	663	1319	1950	2585	3202	3840	4442	5069	5684
55	689	1325	1972	2611	3223	3845	4472	5098	5716
61	714	1360	1995	2634	3258	3876	4490	5109	5731
88	737	1368	2014	2650	3263	3893	4518	5126	5743
101	747	1398	2029	2670	3299	3905	4529	5143	5768
138	769	1411	2050	2681	3319	3939	4562	5170	5798
143	795	1423	2067	2703	3336	3955	4568	5183	5807
172	813	1454	2090	2726	3351	3970	4587	5209	5821
186	828	1470	2110	2750	3378	3994	4603	5222	5857
218	849	1490	2133	2765	3386	4017	4634	5267	5880
237	866	1506	2158	2781	3404	4021	4645	5275	5896
250	884	1536	2166	2815	3431	4044	4671	5292	5905
268	904	1541	2193	2830	3458	4074	4700	5301	5932
295	930	1579	2201	2858	3469	4083	4717	5327	5948
317	946	1599	2239	2863	3493	4107	4734	5347	5965
336	976	1616	2252	2893	3515	4133	4744	5380	5991
359	991	1626	2279	2904	3535	4157	4767	5397	6009
378	1012	1653	2287	2928	3567	4170	4798	5409	6032
400	1023	1676	2317	2954	3576	4198	4803	5421	6047
402	1045	1683	2336	2973	3596	4228	4828	5455	6066
431	1069	1719	2342	2982	3618	4238	4854	5475	6086
458	1094	1735	2363	3002	3629	4245	4880	5488	6110
475	1107	1758	2389	3040	3654	4261	4890	5503	6134
495	1133	1761	2412	3054	3673	4282	4912	5523	6152
510	1152	1782	2437	3067	3688	4308	4937	5556	6165
539	1172	1809	2456	3093	3720	4325	4950	5573	6198
555	1195	1831	2467	3104	3721	4355	4973	5591	6214
574	1202	1863	2488	3129	3754	4375	4989	5605	6239
591	1223	1878	2503	3149	3763	4395	5006	5637	6243
602	1259	1894	2535	3181	3798	4402	5031	5651	6252
630	1265	1907	2559						

314 Bonds for £100 Sterling each, = £31,400.

For the HONGKONG & SHANGHAI BANKING CORPORATION,
(Signed) GEO. H. BURNETT,
Accountant.

Countersigned,

W. W. VENN, Junior,
Notary Public,
2, Pope's Head Alley, Cornhill, E.C.

LONDON, 22nd April, 1879.

NOTICE.

COMPAGNIE DES MESSEGERIES MARITIMES. PAQUEBOT POSTE FRANCAIS.

The Company's Steamship "TIBRE,"
Commandant REYNIER, will be
despatched for YOKOHAMA
TO-MORROW, the 26th Inst., at 4 p.m.
G. DE CHAMPEAUX,
Agent.
Hongkong, June 25, 1879. jn26

NOTICE.

COMPAGNIE DES MESSEGERIES MARITIMES. PAQUEBOT POSTE FRANCAIS.

The Company's Steamship "DJEMNAH,"
Commandant DIDIER, will be
despatched for SHANGHAI
on FRIDAY, the 27th Inst., at 5 a.m.
G. DE CHAMPEAUX,
Agent.
Hongkong, June 25, 1879. jn27

FOR SHANGHAI.

The Steamship "GLENIFFER,"
Captain GRAHAM, will be de-
spatched for the above Port
on FRIDAY, the 27th Inst., at Noon,
instead of as previously notified.
For Freight or Passage, apply to
JARDINE, MATHESON & Co.
Hongkong, June 25, 1879. jn27

FOR MANILA.

The Steamship "ESMERALDA,"
Captain CULLEN, will be de-
spatched for the above Port
on SATURDAY, the 28th Inst., at 4 p.m.
For Freight or Passage, apply to
RUSSELL & Co.
Hongkong, June 25, 1879. jn28

FOR HAMBURG.

The S/S L.L. German Bark
"HELENE,"
Volquardien, Master.
For Freight, apply to
VOGEL & Co.
Hongkong, June 25, 1879.

COMPAGNIE DES MESSEGERIES MARITIMES.

S. S. DJEMNAH.

NOTICE.

CONSIGNEES of Cargo per S. S.
Gang, from London, in conse-
quence with the above Steamer, are hereby
informed that their Goods are being
landed and stored at their risk at the Com-
pany's Godown, whence delivery may be
obtained immediately after landing.
Optional Cargo will be forwarded on
unless intimation is received from the Con-
signees, before TO-DAY, the 25th Inst., at
1 p.m., requesting it to be landed here.
Bills of Lading will be countersigned by
the Undersigned.
Goods remaining unclaimed after Wed-
nesday, the 2nd July, at Noon, will be
put on to rent and landing charges.
No Fire Insurance has been effected.
G. DE CHAMPEAUX,
Agent.
Hongkong, June 25, 1879. jn28

SHIPPING.

ARRIVALS.

June 25, Djemnah, French steamer, 3125,
Didier, Master, May 18, Naples 20, Suez
26, Aden 30, Galle June 11, Singapore 18,
and Saigon 23, Mails and General.
Messageries Maritimes.
June 25, Washi, British steamer, 265,
A. Hunter, Holhow June 24, General.
Landstair & Co.
June 25, Conquest, British steamer, 317,
F. Elphick, Holhow June 24, General.
E. SHUN.

DEPARTURES.

June 25, Smyrno, for Bangkok.
25, Elizabeth Childs, for Newchong.
25, Benary, for Yokohama.
25, Anthesis, for Shanghai.

CLEARED.

Octava, for Saigon.
Saga, for Amoy.
E. M. Young, for Foochow.
Yotlung, for Swatow.
Golden Fleec, for Hamburg.
Prima Donna, for London.
Bellona, for Yokohama.

PASSENGERS.

Per Djemnah, for Hongkong: from Mar-
seilles, Messrs John Palmer, Ting Chon,
Yong, Thomson, Le Baron, Méc, Le
Prince, les de Montreuil, and Le Duc de
Blanc, from Singapore. Messrs A. Bous-
sac, and H. Gray, from Saigon. Messrs Sin
Soo, Hong Bay, and 41 Chinese. For
Shanghai: from Marseilles, Mr Anderson;
from Singapore, Mrs Bratton, for Yokohama;
from Marseilles, Messrs Deek,
Cassell, and Lee, Mrs Sagarin, and Mr
Bomarcet; from Madras, Mr Hagemann.
Per Washi, from Holhow, 13 Chinese.
Per Conquest, from Holhow, 19 Chinese.

DEPARTED.
Per Anthesis, for Amoy, 200 Chinese.

SHIPPING REPORTS.

The British steamer Washi reports:
Fine weather throughout.
The British steamer Conquest reports:
Left Holhow on the 24th, and had mod-
erate S.E. winds to port. The S. S.
Atalanta left Holhow on the 23rd for Hal-
phong.

POST OFFICE NOTICES.

MAILS will close:—

For SWATOW.—
For Yotlung, at 7.30 a.m., on Thursday,
the 26th Inst.

For YOKOHAMA.—
Per S. S. Tibre, To-morrow, the 26th
Inst. Registry closes at 3.15 p.m.
Mail closes at 3.30 p.m. Paid Corre-
spondence may then be posted in the
movable box on board the Packet.

For SHANGHAI.—
Per S. S. Djemnah, To-morrow, the 26th
Inst. Registry closes at 4.45 p.m.
Mail closes at 5 p.m. Late
Letters received from 5.10 to 5.30
with 18 cents Late Fee. Paid Cor-
respondence may then be posted in the
movable box on board the Packet.

Per Gleniffer, at 11.30 a.m., on Friday,
the 27th Inst., instead of as pre-
viously notified.

For SWATOW, AMOY, & FOOCHEW.—
Per Kwangtung, at 11.30 a.m., on Friday,
the 27th Inst.

MAIL BY THE UNITED STATES PACKET.
The United States Mail Packet Gaelic, will
be despatched on THURSDAY, the
3rd July, with Mails for Japan, San
Francisco the United States, Canada,
Honolulu, Fern, &c. will be closed as
follows:—
2.15 p.m. Registry of Letters closes.
2.30 p.m. Post-Office closes, but Letters
(except for Non-Union Countries) may
be posted on board the Packet with
Late Fee of 18 cents extra Postage
until the time of departure.
Correspondence for Non-Union West Indies
(excepted the Bahamas and Bayti).
Monte Video, Paraguay, and Uruguay
cannot be sent by this route.
Hongkong, June 18, 1879. jly3

MAILS BY THE BRITISH PACKET.—
The British Contract Packet Toheran,
will be despatched on TUESDAY,
the 1st July, with Mails to and
through the United Kingdom and
Europe via Brindisi or Southampton;
to the Straits Settlements, Batavia,
Burmah, Ceylon, India, Aden, Egypt,
Malta, and Gibraltar.
N.B.—This Packet carries no mails for the
Australian Colonies, E. or S. Africa,
nor for Mauritius.

MAILS BY THE FRENCH PACKET.—
The French Contract Packet Ava, will
be despatched on TUESDAY, the
8th July, with Mails to and
through the United Kingdom and
Europe, via Naples to Saigon, Straits
Settlements, Batavia, Burmah, Ceylon,
India (via Madras), Australia, New
Zealand, Tasmania, Fiji, Aden, Sey-
chelles, Réunion, Mauritius, Suez,
and Alexandria. This is the best
opportunity for forwarding Cor-
respondence to E. Africa, the Cape,
St. Helena, and Ascension.
The usual hours will be observed in closing
the Mails, &c.

HOURS OF CLOSING
THE CONTRACT MAILS.
The following hours are observed in closing
Mails, &c., by both the British and
French Contract Packets:—
Day before departure.
8 a.m.—Money Order Office closes; Post
Office closes except the NIGHT BOX,
which remains open all night.
Day of departure.
7 a.m.—Post Office opens.
10 a.m.—Registry of Letters closes.
Posting of all printed matter and
passenger mail.
11 a.m.—Mails closed, except for Late
Letters.
11.10 a.m.—Letters may be posted with
Late Fee of 18 cents until
11.30 a.m.—when the Post Office Closes
entirely.
11.40 a.m.—Late Letters may be posted
on board the packet with Late Fee of
18 cents until time of departure.

MEMOS. FOR TO-MORROW.

Shipping.

4 p.m.—Tibre leaves for Yokohama.

THE HONGKONG DISPENSARY.

Established A.D. 1841.

香港大藥房

A. S. WATSON & Co.,

FAMILY & DISPENSING CHEMISTS,

WHOLESALE AND RETAIL DRUGGISTS,

IMPORTERS

OF

DRUGGISTS' SUNDRIES, NURSERY REQUI-

SITES, TOILET REQUISITES, ENGLISH,

AMERICAN, AND FRENCH PATENT

MEDICINES.

MANUFACTURERS

OF

Soda Water, Lemonade, Tonic Water,

Gingerale, Potash Water, Sarsaparilla

Water, and other Aerated Waters.

The Manufactory is under direct and

continuous European Supervision.

Hongkong, June 1, 1876.

MARRIAGE.

On the 5th May, at Vienna, by special

license, the Hon. HOBART-HAMPTON (Ho-

bart Pacha) to EDITH KATHLEEN, eldest

Daughter of the late Herbert Hore, of

Dole-Hore, county Wexford.

DEATHS.

On the 9th May, EMMA, the Wife of the

Hon. J. Gardiner Austin, C.M.G., of 71,

Barrow Terrace, South Kensington.

On the 10th May, at Hackney, after a

long and painful illness, JOHN BOUTHER,

many years in the service of the P. & O.
Company.

The publication of this issue commenced

at 8.45 p.m.

THE CHINA MAIL.

HONGKONG, WEDNESDAY, JUNE 25, 1879.

LORD Carnarvon having carried out his

intention to stir up the Government in

regard to the Chiao Choo Convention, we

have by the French Mail the result of

the question put by the noble Earl in the

House of Lords. The interrogatories re-
ferred to the clauses of the Convention
relating to (1) the importation of opium,
(2) the mission of exploration to Tibet
and thence to India, and (3) the appoint-
ment of a commission to regulate the
differences between the Colony of Hong-
kong and the city of Canton. Comment-
ing upon the questions here raised, Lord
Carnarvon alluded to the fact that, prior
to any settlement being arrived at,
Sir Thomas Wade was sent to India,
"which country the question mainly
affected, in order to confer with the
Indian authorities as to what the exact
terms should be." Sir Thomas Wade,
he continued to say, "has now returned
to China, and probably he is not only in
possession of the opinions of the Indian
authorities, but has opened communica-
tions with the Chinese." The noble
Lord evidently had not calculated upon
the fact that the British Minister would
not be in Peking until some weeks after
the date of the debate (May 8th). As
the conditions of the lekin were to be
made the subject of agreement, and
powers were given by the Convention to
open up a trade route through China to
Thibet and India, he was anxious to
know how the matter stood. Both as
regards the Opium question and the
Thibet expedition (said his Lordship)
large trade interests were involved, and
these interests, so long as the Conven-
tion remained unratified or was not
carried into effect, necessarily remained
more or less in suspense. On the third
point, the speaker thus spoke:—
I come now to the last point in my ques-
tion, that relating to the disputes which
have arisen between the colony of Hong-
kong and the city of Canton. For some
time past the Hongkong traders have been
accused of systematically violating the laws
of China, and on the other hand Chinese
cruisers have been accused of interfering in
an illegitimate manner with the trade
of Hongkong. The result, of course, has
been a great deal of inconvenience, and
sometimes that inconvenience has reached
the point of actual mischief and risk. Power
was therefore taken under the Convention
to appoint a Commission, composed of
persons fully conversant with the details
of the question, which, on the one hand,
should endeavour to secure a reasonable
amount of freedom for the Hongkong
traders, and, on the other hand, should
regulate matters as to prevent mischief
being done to the revenue of Canton. These
grievances are very strong, and no doubt
something must be given and taken by each
party. I wish to know whether the Com-
mission has been appointed, whether
anything has been done in connection with
it, and if so what.

In these words Lord Clarendon bears

out what he has already well said in

his despatches treating of the Blockade

of the free port of Hongkong. Lord

Hammond having somewhat illogically

suggested that "as we withheld the ad-
vantages according to the Chinese by the
Convention we should give back to them
the new ports and other privileges we
had received"—to which Lord Salisbury
retorted that to dry up a source of re-
venue as a compensation for an absence
of lekin would be indicative of a spirit
more Chinese than the Chinese them-
selves—the Marquis of Salisbury deliv-
ered a lengthy explanation of the govern-
mental position. Foreign Governments
had taken strong objection to the limited
area (the foreign Consulates) exempt
from lekin, and therefore the clauses had
not been permitted to come into opera-
tion. Again, the collection of the lekin
duty on opium was proposed to be placed
in the hands of European Customs offi-
cials, and as this would absolutely bar
smuggling, the only check on the provin-
cial governors, the duty might be raised
to something like 200 per cent, if left in

the hands of the provincial authorities.

"It at once becomes evident," said his

Lordship, "that if this clause were car-
ried into operation in the form in which

some people understand it, the result

would not be a benefit to the finances of

China, but simply a protection to the

growth of the native poppy, and that is

a result we cannot favour." The noble

Lord having further explained that the

unsettled state of Central Asia had ren-
dered it inadvisable to push forward

any expedition through to Thibet, the

most astonishing portion of the Foreign

Secretary's speech was then given, which
is as follows:—
With respect to the third matter, if my
noble friend will look at the 7th section
he will see that it is a unilateral provision
in favour of the British Government on
account of the Chinese interference with
the junk trade of Hongkong. It was in
order to redress a grievance which was
complained of by the Governor of Hong-
kong, but I understand that the Governor
has reported that the grievance which
entitled him to a remedy has entirely
ceased, therefore there is no further reason
for the appointment of the commission re-
ferred to in the noble lord's question.

Upon this astounding statement, the

London and China Express merely re-
marks that "it is gratifying to learnthat the grievances complained of have
ceased." We need not add that the
gratification would be even more intense
in Hongkong, if there were a single
atom of truth in the assertion. There is
clearly some stupendous mistake or glaring
misrepresentation to be accounted for;
and it is inexplicable to us how the
blunder could have arisen or where the
falsehood could have originated. It is
scarcely credible that the conviction
which is so distinctly shown to have
entered Lord Salisbury's mind could
have been the result of any representa-
tion from Hongkong; for it was only
the other day that H. E. the Governor,
while taunting the members of his
Council unjustly for not having asked
him to do anything for them, intimated
that he had resolved to become the
saviour of the Colony in the matter of
the Blockade. Our suspicions point to
another quarter; and it may be re-
membered that Sir Arthur Kennedy, in
his celebrated valedictory speech in the
City Hall, thus warned the commu-
nity:—"I believe that this Colony has
a great future before it. I have thought
the matter out according to my lights.
It has a great geographical position of
which it cannot be deprived, and although
there are some enterprising statesmen in
the present day—there is one of high
repute at Peking, a British subject, and
I know that he advocates the giving up
of this Colony again to China, and there
is another high up in Her Majesty's
service who is imbued with similar
views; that sounds like a bad joke, but
I believe it is true. I believe I am
doing that discreet diplomatist no wrong
in saying that he entertains that opinion,
yet I advise everybody, if he has any
interest at all in the place, to battle that
question to the death. Do not wait
until a light is put to the mine, but the
first indication you have of it, raise
your voice against it." These words
will probably throw some light upon the
wonderful revelation so innocently made
by the Secretary of State for Foreign
Affairs in his place in the House of
Lords on the 9th ult. The serious
view we ventured to take of the "pri-
vate" interview with which the Cham-
ber of Commerce was favoured, when
the British Minister to Peking ex-
pounded the why and wherefore of the
Blockade, may also now be explained in
a manner which will be anything but
gratifying to the mercantile community.
It may be well to withhold further
comment until some clue be found to
the mystery; but it is a reassuring
consideration that the prosperity of Hong-
kong does not altogether depend upon
H. M.'s Representative or any one of
her subjects in Peking.

LOCAL AND GENERAL.

The next ENGLISH MAIL, with London dates to
23rd May, may be expected here on
Friday next, the 27th Inst., per P. & O.
steamer Malwa.

THE delivery of the French mail was begun
at 10.50 this morning.

THE O. & O. steamer Gaelic returned from
the Cosmopolitan Dock to-day.

We learn from the agents (Messrs Jardine
Matheson & Co.) that the S. S. Glenyle left
Singapore for this port to-day, the 25th
Inst.

It is officially notified, in the Gazette, that
H. E. the Administrator has been
pleased to recognize, provisionally and
until further notice, Mr William P. Brooke
as Vice and Deputy Consul for the United
States at this Port.

The repairs to the river steamer Kiuhiang
are now completed; she will probably go
on a trial trip next Saturday. The repairs
have cost a large amount of money. The
Kiuhiang and then the Spark are to be over-
hauled next.

We understand the Chief Justice has been
able to suggest such conditions of com-
promise to the parties in the Sugar Refinery
case, which occupied the Court lately, as the
Counsel (

to use force to compel people to leave a burning building.

After a vote of thanks to the Chairman, the meeting separated.

The following is the report:—

Since the last general meeting of the 14th May 1878, the utility of the Society has been proved by the gale of the 8th October, which although it only lasted a couple of hours (from 9.30 to 11.30 a.m.), did considerable damage to boats, and gave the members of the Society plenty of employment in landing the occupants of boats which went to pieces in a very short time when touching the Praya; over 100 people were safely landed by members and men from the Sallores Home, whose assistance has been promised whenever the Society requires it. The Foreman of West Station with the men from the Home took charge of the West-end, and of the rest of the members who were called out by an "Express" immediately the Typhoon Gun fired, assembled at Messrs Douglas Laprak's Wharf, two were told off to the East Station, three to the Canton Wharf, and the rest along from the City Hall to Laprak's. An overturned sampan was seen drifting past the Naval Yard with a woman and child holding on to the keel; a member and a volunteer swam off and, after much labour and risk righted the boat and got all safely to land. A large cargo boat was rapidly getting swamped at her anchorage, this craft being too far to be reached by heaving lines, and not having enough cable to veer could only be got at by lines attached to two oil-cans, which were floated down to the boat to the Canton Wharf, and by the exertions of two of the members, Inspectors Craddock, Matheson, and Robt. Clarke and others, the boat was hauled to windward and all on board rescued. In addition to those mentioned above a number of boats drifted on to the Praya, where the people were landed by the heaving lines and life hooks, in several cases the boatmen had to be driven out by members swimming off and forcing them to land. The Rocket Apparatus was in readiness but was not required.

There were six practices with the apparatus, three in the day time, and three at night.

After the death of Mr Hart, Mr White occupied the floor over the apparatus room, from whom the Society rented the place for two months, when the whole house was taken over by the Society, paying the rent direct to the landlord. During the year there were only two Committee Meetings as there was little business to transact.

In June it was found necessary to renew supply of rockets and 24 with fittings complete and 6 wreck lights were obtained through the Board of Trade. To pay for these, the Government granted the sum of \$300 as the funds of the Society did not admit of the expenditure.

The Meeting will have to elect officers for the year.

The number of members is 33; during the past 18 months, 7 have resigned, 7 left the Colony, 2 died (the Hon. Treasurer and Mr Hart), and 12 joined, which reduces our number from 37, as stated at our last meeting, to 33.

It is hoped that now the typhoon season is at hand, others may be induced to join.

The funds of the Society have fallen very low, the balance at present at its credit in the Hongkong and Shanghai Bank being \$3.74, and the liabilities for rent and coals being \$27.80. A subscription list is at present going round the European community, which, however, so far, has not been very liberally responded to; but the Committee are led to expect that substantial aid will be given by the Chinese community.

Police Intelligence.

(Both Magistrates Sitting.)

Wednesday, June 25.

DESERTION.

Frank Stoddard, a seaman, was charged with deserting from the American ship *Vigilant*. Defendant admitted that he belonged to the ship, but said he refused to go on board of her again for the following reasons:—Since the vessel arrived here there had been nothing but swearing and fighting on board. He wanted to leave because he did not wish to remain any longer in her. There was a man in Court who went to ask for his clothes after he had been discharged, and he was struck on the gangway.

Mr Plunket ordered defendant to be sent on board.

DRUNKENNESS.

John Ryan, seaman, H. M. S. *Tyne*, was fined 50 cents for being drunk and incapable, and was further ordered to pay 30 cents chair hire.

DOMESTIC PEACE—COOKS.

Mr W. L. Scott, of the firm of Messrs Inglis & Co., Engineers, appeared on a summons, for assaulting his cook, one Li Pah Ling. It appears that the man was told to make some toast, and refused to do it, at least did not do it. He was then punished. Mr Cressh fined defendant \$2, and ordered him to pay \$1 amends to the refractory cook.

FALSE EVIDENCE BY AN INDIAN CONSTABLE—

INADEQUATE SENTENCE.

Akber Ali, Indian Constable No. 556, was fined \$5 for having given wilful false testimony in a case. It appears that one of those fights with bamboo, which are now becoming so frequent, took place yesterday. Ten men were arrested, and fined in sums of \$10 and \$2, and four were ordered to be exposed in the stocks. The Indian constable gave an untrue account of the affair, and Mr Cressh fined him for misconduct as a Police constable.

BREACH OF EMIGRATION ORDINANCE.

Wong Hok Lin, master of the Sing On shander's ship No. 17, 100 Lok Lane, pleaded guilty to having committed a breach of section VI of Ordinance No. 5 of 1874 sec. 7, in not attending before the Emigration officer with a number of passenger (about 50) intended as Emigrants for Perak. He pleaded ignorance of the law and said he only obtained the tickets for the passengers, as they were ignorant of the language and customs of Hongkong. Mr Cressh fined him \$25.

A TRAVELLER lost on a Yorkshire moor, after desperately pursuing a hopeless track for some time, had the good fortune to meet a member of a shrewd and plain-speaking set. "This is the road to York, is it not?" said the traveller. To which the other replied: "Friend, first thou shalt be a No. 1, and then thou shalt be a traveller."

SUPREME COURT.

IN ORIGINAL JURISDICTION.

(Before His Honor the Chief Justice, and a Special Jury.)

Wednesday, June 25.

SWIRE AND OTHERS v. YAN CHUNG FO.

This action was brought for the recovery of \$12,438.84, being the balance due for passage money in respect of passengers shipped in the defendant's steamers (Messrs Butterfield and Swire's) from Hongkong to the Straits. The case was stated, and the evidence taken on the first day given, in our last issue.

The jury comprised:—Messrs. J. B. Coughtrie, W. K. Hughes, A. M'iver, W. H. Ray, C. D. Bottomley, Robt. Walker, and Dunjebboy Ruttojee.

The Acting Attorney General, (Mr Russell), instructed by Mr Brereton, appeared for the plaintiffs; and Mr Haylar, Q.C., instructed by Mr Johnson (of Sharp, Toller and Johnson) for the defendant.

With reference to our local para. in last night's paper, regarding the pay of the special jurors, it turns out after all that the "good men and true" who are now empanelled, have to do several days' work for one day's allowance. Mr Haylar was right after all; his Lordship stated to-day shortly after the Court sat that he found, and he might as well mention it once, that the jurors were not paid by the day, but had only one allowance for the case. He understood, however, the parties to the action consented to the jurors being paid by the day. Mr Haylar desired to say he had not for a moment consented; Mr Brereton had said he had no objection when his Lordship had spoken of the jurors receiving two days' allowance; and he had then said that was all right; his hon. friends on the other side were sure to have to pay them. His Lordship asked the learned Q.C. to admit for a moment the possibility of his side having to pay the jurors, and asked whether he would object to paying them the jurors' allowance for every day. Mr Haylar said he certainly would as a matter of practice. The jury were then told they would receive a single allowance for the case, however long they might have to sit. He had done his best for them, but it was of no use.

The case was then proceeded with.

Mr Haylar now admitted ten shops as genuine, all marked Man Hing Chan Koong Kee, but did not admit the genuineness of the item chopped Man Hing Chan only. With reference to item "C," which it was agreed should be taken as a test case, he explained that the chop Man Hing Chan Koong Kee was the head coolie's chop; that the chop was purchased from the plaintiff, and when the bill of lading was brought it was brought to the hong in which Sz Loon did at that time carry on business, and with it a freight book, now in Court, marked "A." Further, that the head coolie put that stamp where it appears in the freight-book; that a debit note for \$55.20 was subsequently sent to Sz Loon, who paid it. Those that did not admit the genuineness of were, he suggested made, in all probability by a portion of the chop, the other portion of it prevented from appearing when the impression was made, by a piece of paper being put over the words "Koong Kee," only the words "Man Hing Chan" then appearing. The same thing could be done by only putting the upper part of the chop on the ink slab, or when taking up the ink putting a slip of paper over the characters "Koong Kee" which would then strike dry and dumb. All three ways of using the stamp were, at the call of one of the jurors, shown to the jury.

Examination.—I see the chop "Man Hing Chan Koong Kee;" in a general merchant's that "Koong Kee" stands for the sign of the coolie. The master of the hong gives that chop to the coolie to use as to business passing through his hand.

The interpreter, in reply to the Court, says: "Koong" means "coolie," and "Kee," "sign or mark;" that is "coolie's chop."

Mr Russell: As a matter of custom and usage what is the effect of placing that chop on such freight entries as are in that book?

Mr Haylar objects, contending that, in a case of guarantee, which must be according to some legal form, the custom and usage of this chop is worth nothing.

Question allowed.

Witness: The meaning is that the hong ensures the freight. From my experience as a comprador I can say that is the invariable custom. It is a Chinese custom and usage. I should say I have so received it in a great many cases, more than two hundred. The writing of the note so chopped is a Reem's; he was second shipping clerk in Butterfield and Swire's. I have received the money for that from the Man Hing Chan through my shroff; not now in my employ. During 1877 I very frequently supplied Choy Kum Fong with passenger tickets, and kept an account of them. In September of that year I recollect an arrangement being made as to his getting credit. The terms of that arrangement were not reduced to writing.

Mr Russell: What was the arrangement?

Question objected to, on the ground (1) that it was with Choy Kum Fong, that was no evidence against him in this matter, and (2), that it was quite impossible to give verbal evidence with regard to the guarantee. The guarantee should be produced; it was very unusual to lead, as his hon. friend was doing, corroborative evidence before the main evidence.

Mr Haylar contended that unless where the Legislature stepped in specially, no previous conversation, nothing explaining, leading up to, or modifying, or extending, could be brought before the jury in connection with a guarantee, which must all be in writing, according to the Statute.

Question disallowed, the Chief Justice considering it "too broad," without saying more.

Mr Russell said he was leading up to what he was prepared to argue was a sufficient memorandum of guarantee to satisfy the Statute. The question not being allowed however, he said he would proceed now to the guarantee, with his Lordship's permission to go back to the present point.

Referred to entry as to the *Demolition*. Witness said: It was brought to me by my coolie with this stamp on it. I sent the book to the Man Hing Chan by Aon, Butterfield and Swire's head shipping clerk. He brought it back to me with the Man Hing Chan chop on it. Referred to the book marked "H." There is a title on the back of the book, "security of passage money." These were written by our shroff by Ho Aon. A series of entries of the same nature similarly explained, and the book

with translations of all the connected entries tendered in evidence.

Mr Haylar objects to the book being received in evidence, on the ground that the name of the plaintiff does not appear in the guarantee, and refers to the case of Williams and Legge, in which Lord Justice Cockburn had ruled that it was absolutely necessary that both names should appear on the face of the guarantee. He also contended that on the face of the document guarantee was given for past consideration, which was bad in law; the words were for "passenger tickets supplied."

The Attorney General briefly combatted these arguments against the admissibility of the evidence he proposed to adduce. He went into the details of the case Mr Haylar quoted, and contended that the security being given to the *Priam* and other steamers, that is of course to the proprietors or agents of those steamers, the parties were particularly enough set forth to meet the Statute. There were several other points of difference between this case and that his hon. friend had cited. In this case the defence was that the guarantee was obtained by fraud and surreptitiously. The question arising as to Messrs Butterfield and Swire's connection with the *Priam* and the other steamers, the following evidence was brought forward.

Edward Mackintosh: I am one of the firm of Butterfield and Swire; the plaintiff in this suit are the whole of the persons representing that firm. I hold the power of Attorney of all the other partners: we are part proprietors of the steamship *Priam* and the other vessels mentioned in the paper produced (the same as was put in the hands of Mr Null).

Mr Haylar, as Mr Russell was about to enter on a new argument with regard to another point in the case, suggested that the jury might be relieved. The jury preferred to stay and hear all the legal arguments, with a view to their better understanding of the case. His Lordship agreed with the propriety of this choice, and thanked them. As to sitting late, he said he would leave himself very much in their hands, but did not want to sit later than 7 o'clock in the evening.

The Attorney General referred next to the case of *Nowell v. Radford*, III L. R. O. P. 52. The object of the Statute of Frauds was not to enable people to commit frauds.

His Lordships: But it does enable them to commit frauds; Lord Blackburn says so. The Attorney General repeated that this was not the object of the Statute, and to receive such a plea as this would be to allow one of the greatest frauds that could be carried out. These defendants were clearly liable by the note addressed to the S. S. *Priam*, the only vessel of that name in these waters, which could not be by any sensible means dissociated from the owners (or part owners and agents) of these steamers. Messrs Butterfield and Swire. Were people, he asked, to be allowed to take advantage of their own fraud?

The Chief Justice: That is putting it too harshly. The way the question would suggest itself to me would be this,—should they be made to suffer by an informality, to which all were party?

Mr Russell was about to answer the learned Counsel with regard to the point of past consideration, when

His Lordship said that objection was withdrawn at this time.

Mr Haylar, in reply, pointed out that his hon. friend was still in this lagoon,—that he could not prove his guarantee without parole evidence which was as clear as could be, by all the judgments, in admissible. As to a great fraud, his client, a Singapore gentleman, carrying on business here by agents, he was in no way liable to the imputation. He as Counsel in this case, would, he believed have been guilty of gross neglect had he failed to take this point, and bring to his Lordship's attention these cases which were so much on all fours with this, that he believed it would be impossible to pass them by.

Court adjourned for an hour and a half at one o'clock.

On re-assembling the Court interpreter swore to the accuracy of the translation of the book of guarantees put in, on which the plaintiff relied as showing that he had done what was required of him by the Statute of Frauds. He claimed, as he believed was done in the *Radford* case, that he was allowed to explain these documents by oral testimony.

The Chief Justice asked whether this was all the written evidence he had to offer on this subject.

The Attorney General said he had no other evidence to offer with regard to this particular guarantee.

His Lordship said he had given all the consideration he could to this case; and before he dealt with this suit and the case more particularly affecting it, he would briefly refer to the case which was cited of *Nowell and Radford*. There the name of the guaranteed party and of the guarantor signed by his agent were both in the document; the thing to be supplied was specific, the price and the weight and everything appeared in the document, and the only question that arose was what he might say was a very odd one, being simply whether the man's name was in the nominative or the vocative. If it was in the nominative he did not know what it meant; if it was in the vocative it was a promise. Mr Russell presented it was nominative, but in that case no sense could be made of it. The case was to him as simple a case as could be, he only wondered how it ever got where it did. He could not see that it influenced the case now before the Court. He now came to the case of Williams and Legge. Although Lord Justice Cockburn had said that he was sorry he was obliged to agree with his brother that the decision should go in the way it did, Lord Justice Cockburn, and Mr Justice Hale did not go on any speciality, but on the broad principle that the names must appear on the face of the document of the guarantor and the person to whom the promise is made; and in this case that name did not appear. If the guarantee had been addressed even to the owners of the steamship *Priam*, he would have held it was sufficient, but inasmuch as merely the words "steamship *Priam*" appeared and that only, there were no parties to the agreement set forth in the document, while Lord Blackburn and others had plainly decided that such an agreement to be binding must have both the names on the face of it. It was not of course necessary that the trading name of the plaintiff should have been placed on the document; it was not necessary that Butterfield & Swire should have been named; the guarantee might have been addressed to the master or to some speculator who was concerned in such transactions, or the charter of the

vessel, or any other person; but there must be internal evidence of who the guarantee was given to; there must be no verbal evidence required to supply any fact which was necessary to render the guarantee complete. He felt himself bound (he preferred to put it in that way) to refuse to admit this evidence, in accordance with the decision that had been alluded to. In Williams and Legge the case was much stronger in favour of the plaintiff than was the case here. The guarantor himself signed the paper; which was addressed "Sir." (No name). Now, who that the document was handed to the man to whom it was addressed, and for whom it was intended, the person who had contracted to do the work. The action of the defendant in that case was, he might say, almost fraudulent; this man was building the house, and he had guaranteed the contract price, and then without a shadow of a shade of an excuse he turned round and said:—"Oh, although I meant it, of course to be addressed to you, and gave you every possible reason to believe that I would guarantee this, still inasmuch as I did not put your name in the paper, I repudiate it, and dare you to touch me for doing so." The present case was not nearly so strong. But still in this case the written paper, produced and translated, which was the only writing on which Counsel for the plaintiff relied, did not contain the name of the person to whom the promise was made; and it was as clear to his mind that this omission could not be supplied by oral evidence; that he was prepared to say so far as this particular sum was concerned, and so far as the facts were before him, that there was no guarantee.

Mr Russell said he proposed now to give in evidence various papers connected with the various occasions on which Mr Null acted as agent for Choy Kum Fong and Messrs Butterfield and Swire.

The Chief Justice said he was quite willing to reject them now, if Counsel desired it. But he thought it would be desirable to keep the case before the Court as narrow limits as possible, if it were to be carried further.

The Attorney General agreed.

The Chief Justice said the shortest possible case should go from this case. In its present form he believed a very short case could be drawn up. He admitted that the decision he had felt himself bound to give was a most unsatisfactory one; but he could not set his individual opinion on a matter of this kind against the judgments of the Court which had been cited. Had this been a new matter he certainly would not say that he would have directed as he had done to-day. His own impression was that it would be better in carrying the case further to go on as narrow an issue as possible. The man was not likely to run away; his Lordship understood he was a very wealthy man.

After some conversation, Mr Russell tendered formally, and the Court formally refused to receive in evidence, the book of guarantees.

Mr Russell was willing to accept a non-suit and appeal.

A non-suit was entered and Mr Russell told that he would have to move the Full Court for leave to appeal. His Lordship remarked that there was very little doubt how the decision of the Full Court would tend (unless he changed his mind), for he had two votes out of three,—a most unsatisfactory state of affairs. There ought to be three judges here unquestionably.

Mr Haylar, in reply to his Lordship, said he was quite willing to take his chance in appeal on the one point,—whether the alleged guarantee was not bad through the names of the parties not appearing on it.

His Lordship: You accept the responsibility, Mr Haylar.

Mr Haylar: Yes, my Lord, I am quite prepared.

Mr Russell suggested that the case should go on on the other matter, and that the further evidence should be heard, reserving this point; it would save a new trial.

The Chief Justice pointed out that there must be a new trial any way.

Mr Russell said the great difficulty was with regard to the witnesses. Some had been brought from Shanghai. Their evidence might be taken. They had lost one already by death.

His Lordship said the other evidence might be taken now by consent, but he could make no direction.

The suggestion was not pressed.

Mr Haylar asked for costs, remarking that the rule in jury cases was for costs to follow the decision.

His Lordship: Not necessarily.

Mr Brereton said the costs would only be payable by those who lost their case in the appeal.

His Lordship said he would adjourn this question.

The question of the payment of the jurors then arising.

Mr Haylar said he would pay them, and out of regard to the wishes of his learned friend, would pay them for the two days.

Mr Russell said he had never expressed any wish on the matter; he had never said nor heard a word about it.

Mr Haylar was quite willing to pay them the two days. They would get their costs out of the plaintiffs, and Mr Brereton then said he was quite willing to pay them the two days.

Mr Brereton, while saying, yesterday, that he had no objection to agreeing to the suggestion from the Court, pointed out the inconsistency of the other side in firmly objecting this morning to pay the double allowance, and now, when they thought they were safe to get it out of the pockets of his client, suddenly becoming so liberal. He (Mr Brereton) objected to this.

The matter was settled by the Court allowing plaintiff costs, and Mr Johnson paying the jury \$20 each.—His Lordship remarking to Mr Haylar that the victory was well worth that, even if he lost the \$10 d forenoon by the taxing.

Mr Russell preferring to be non-suited rather than accept a non-suit.

His Lordship said it would have to be done in proper form. The plaintiff had to be called three times to "come forth, and—do something."

Nobody appeared to know what to do, or where the form was. The Judge requested the Attorney General and Mr Haylar to look up the form. The usher meantime got the case, and called, as if calling from the very deep, Swire and others, the plaintiffs, by their respective names, but none of the half dozen came.

It turned out that when Mr Haylar found the required form at the book, no part of this halibut was at all necessary, the old rule, which had been in the mind of the Court having been done away with, and His Lordship given power

to "enter a non-suit." Whether the enactment of this force was not on the programme, or the prospect of \$20 when he was only entitled to \$10 tickled the fancy of one of the jurors is not clear; but he burst into an uncontrollable fit of most hearty and contagious laughter; the other jurors joined; the learned counsel joined in; the Court Officials added to the general merriment, and even the learned Judge could scarce keep countenance as for the third time the incantation to "Swire and others" was loudly sounded. The Chinese and other spectators in the body of the Court room did not seem to quite appreciate the situation, "and still they gazed and still their wonder grew" as to what this remarkably undignified behaviour was all caused by. At last His Lordship called the jury to order, and hoped they knew and would remember what happened to a certain jury a few years ago. This seemed to have some effect on the jury, who sobered down into seven of the most serious men you could find at a Camp-meeting. The fierceness of this burst of merriment in such a place is only to be equalled by its inexplicableness.

The formal orders having been made the jury was discharged and the Court rose. The jurymen who "set the ball a-rolling" in the laughing chorus apologised to his Lordship before leaving; and his explanations were cut short by some such remark as that mistakes would happen. But what we want to know is:—what everybody was laughing at?

NEWS BY THE FRENCH MAIL.

The M. M. Co.'s steamship *Djemnah*, Captain Didier, from Marseilles, with the London Mail of the 16th May, arrived this morning.

TELEGRAPHIC SUMMARY.

(From Indian Papers.)

London, May 29.—General Labanoff, at present Russian Ambassador at the Porte, will be appointed Russian Ambassador in London, and the Russian Minister at Athens will become Russian Ambassador at Constantinople in General Labanoff's place.

London, May 30.—Sir Garnet Wolseley has started for the Cape. Advice has been received that Mount Etina is in active eruption.

Ceylon, May 31.—A special telegram from London of yesterday's date informs us that the formation of a new Ceylon Bank, with a capital of three quarters of a million sterling had been proposed, and that the design was meeting with influential support in London.

Albion, May 24.—A birthday parade was held here this morning. The entire Koorun force was present, consisting of 6,000 infantry, 900 sabres, and 29 guns. It was a fine spectacle. General Roberts decorated Captain Cooke and eight Goorkhas for gallantry at the Peiwar Kotal.

There was a very large attendance of native chiefs and followers from surrounding districts, who seemed much struck with the spectacle. The parade altogether was a thorough success.

London, May 30.—Oriental Bank Shares £20, Chartered Bank do £19, Chartered Mercantile Bank do £18, Hongkong and Shanghai Bank do £34.

London, June 1.—An official despatch has been published which shows that Sir Grant Wolseley was appointed to the command at the Cape partly in consequence of Lord Chelmsford disagreeing with the Lieutenant Governor of Natal. Advice from Cape Town dated 14th May, states that military operations are suspended at present.

The Camp at Kambula has been broken up and another formed at the White Unvolvo river, in order to be better able to co-operate with Colonel Newdigate's column.

Sickness among the troops still continues.

St. Petersburg, June 1.—A new Russian internal loan is announced for three hundred million roubles.

Calcutta, May 28.—Captain Strinley of the 11th Bengal Lancers, has died at Gundamak of typhoid fever. It is not certain when Yakob leaves. He is said to be waiting for valuable presents from the Government of India. The 51st Foot have moved to a new camp, 4,000 feet higher elevation, on the wooded ridge of Saffed Koh. Major Tanner, of the Survey Department, has succeeded in reaching the borders of Kafaristan in the Chogoni country. He is expected to enter Kafaristan in a day or two. The Kafaristan had sent word that they would welcome him gladly as an English Sahib into their country.

Calcutta, June 2.—The result of the allotment of the balance of the unallotted loan is as follows: Aggregate amount of tenders Rs60,898,000; minimum rate accepted 96 6; tenders at which received, per cent 98 144; total amount accepted tenders Rs6,455,000; total to be received by Government Rs113,193 8; average for the whole loan 95.0 7.

Galle, June 3.—The steamers *Cyrena* and *Clan Gordon* are both reported ashore near Trincomalee, on a sandbank called York Shoal. There is no damage apparent, and it is expected that both vessels will get off after lightening.

Galle, June 4.—The Captain of the *Clan Gordon* telegraphed yesterday that he expected to get her off last night. Was on a sandbank in the harbour. The Captain of the *Cyrena* telegraphed he would have to lighten. There was no apparent damage. Was on the York Shoal.

London, June 8.—Oriental Bank Shares, £20; Chartered Bank Shares, £20; Chartered Mercantile Bank do, £20; Hongkong and Shanghai Bank do, £34.

London, June 4.—The liquidators of the City of Glasgow Bank have declared a dividend of 3s. 4d., payable on the 20th June.

Simla, June 4.—Her Majesty the Queen-Emress has telegraphed to the Viceroy her personal congratulations on the conclusion of peace with Afghanistan. The Maharajah of Jeypore has also offered his sincere congratulations, which the Viceroy has cordially acknowledged.

London, June 5.—Obituary: Baron Lionel de Rothschild.

Alexandria, June 4.—Owing to the evasive answers given by the Khedive to the protest made by the German Consul-General in the name of his Government against recent events and the Khedive's decrees of April 22nd confirming the national scheme, the German Consul-General has expressed deep regret to the Khedive that the question had now entered a phase involving very serious consequences. The British Consul-General in Egypt, who, on behalf of the British Government, sent a communication to the Khedive, was the

position of affairs created by his action April, has been referred to the Sultan for an answer.

London, June 6.—Russia refuses to give her adherence to the protest made by Germany to the Khedive respecting the state of affairs in Egypt.—At a Conservative demonstration held at Sheffield yesterday Lord Cranbrook made a speech, during which he said that bringing the troops to Malta last year proved that India was a defence to England and not a danger. He praised the manner in which the Afghan war had been conducted, and said it has shown that England has the will and power to protect and maintain her colonies. In concluding his speech, he said that the Government was determined to henceforth maintain the equilibrium of revenue and expenditure in India.

Simla, June 5.—The Ameer has written thanking the Viceroy for his hospitable reception at Gundamak. The idea of his coming to Simla is prevented being carried out owing to the heat of the weather, the existence of cholera, and the necessity of his attending to the internal government of Afghanistan. He hopes, however, after inspecting the province on the frontier and introducing good government, to visit the Viceroy next cold season. The Viceroy has cordially acknowledged the letter, and anticipates confidently the pleasure of meeting the Ameer before long, at a more convenient season, in India. The Ameer leaves on the 8th.

The *Bombay Gazette* has a telegram dated London, 4th June, in which all is quoted at 52½ pence per ounce, with firm market. Council drafts minimum fixed at 1s 8 1/2d.

Simla, May 30.—The Treaty with Amir Yakob Khan was ratified at four o'clock to-day by the Viceroy.

Simla, May 31.—The arrangements for the delimitation of the new frontier are being proceeded with in each direction where the frontier has been changed.

Lahore, May 30.—Colonel Villiers accompanies Colonel Colley to Natal, joining Sir Garnet Wolseley.

London, June 6.—England and France have finally declined to interfere in the Egyptian administration. The British Consul General in Egypt had protested to the Khedive, similarly to the German Consul.

London, June 6.—Lord Cranbrook, in his speech yesterday at Sheffield, warmly defended and highly e

Intimations.

NEWS FOR HOME.

The Overland China Mail.

(The oldest Overland Paper in China.)

PUBLISHED AT THE "CHINA MAIL" OFFICE
IN TIME FOR THE ENGLISH MAIL.Containing from 72 to 84 columns of closely
printed matter.

THIS Mail Summary is compiled from the Daily China Mail, is published twice a month on the morning of the English Mail's departure, and is a record of each fortnight's current history of events in China and Japan, contributed in original reports and collated from the journals published at the various ports in those countries.

It contains Shipping news from Shanghai, Hongkong, Canton, &c., and a complete Commercial Summary.

Subscription, 50 cents per Copy (postage paid 56 cents.) \$12 per annum (postage paid \$13.50.)

Orders should be sent to GEO. MURRAY BAIN, China Mail Office, 2, Wyndham Street, not later than the evening before the departure of the English Mail Steamer.

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"CHINA REVIEW."

Now Ready.

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posing the Central and Provincial

Governments of China.

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Short Notices of New Books and Literary

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Notes and Queries:—

Notes on the Language of the Formosan

Savages.

The Rainfall of Peking in connection

with the Sunspot Theory.

On some of the Constellations in the

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Ancient Vases.

Anniversary of the Downfall of the

Yuen.

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Books Wanted, Exchanges, &c.

China Mail Office,

Hongkong, May 17, 1879.

To Let.

TO LET.

OFFICES, PRAYA CENTRAL, now occupied by Messrs Norton & Co., with possession from 1st June next.

Apply to

RUSSELL & Co.

Hongkong, May 26, 1879. jn26

TO LET—AT WANCHAI.

FIRST CLASS GODOWNS.

Goods of every description Landed and

Stored.

For terms, apply to

LANDSTEIN & Co.

Hongkong, April 4, 1879. jy4

TO LET.

(On Peddar's Wharf.)

OFFICES, fronting the Harbour, and GODOWNS, with possession from the 1st of July next.

Apply to

G. R. LAMBERT.

Hongkong, June 14, 1879.

TO LET.

ON MARINE LOT No. 66, formerly known as the "Blue House," Praya East:—A GROUND FLOOR and A FIRST FLOOR, either separately or together. FIRST-CLASS GRANITE GODOWNS.

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TO LET.

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Hongkong, May 30, 1879.

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TO LET.

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Hongkong, May 21, 1879.

Halls.



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Hongkong, June 17, 1879. jy1

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and UNION PACIFIC AND CONNECTING RAILROAD COMPANIES

AND ATLANTIC STEAMERS.

THE S. S. GALLIC will be despatched for San Francisco via Yokohama, on THURSDAY, July 3rd, 1879, at 3 p.m., taking Cargo and Passengers for Japan, the United States, Mexico, Central and South America, and Europe.

Connection is made at Yokohama, with Steamers from Shanghai.

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For further information as to Freight or Passage, apply to the Agency of the Company, No. 37, Queen's Road Central.

H. M. BLANCHARD, Acting Agent.

Hongkong, June 9, 1879. jrs

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Hongkong, June 3, 1879. jn30

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INSURANCES against FIRE granted at Current Rates. Considerable Reduction in Premium for LIFE Insurance in China.

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NO CHARGE FOR POLICY FEE.

JAS. B. COUGHTREY, Secretary.

Hongkong, November 1, 1879.

Insurances.

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MELOCHERS & Co.,

Agents, Royal Insurance Company Hongkong, October 27, 1874.

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Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia.

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HOLLIDAY, WISE & Co.

Hongkong, July 25, 1872.

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CAPITAL £2,000,000.

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GILMAN & Co., Agents.

Hongkong, July 6, 1875.

CHINESE INSURANCE COMPANY, (LIMITED.)

NOTICE.

POLICIES granted at current rates on Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profit, are distributed annually to Contributors whether Shareholders or not, in proportion to the net amount of Premium contributed by each, the remaining third being carried to Reserve Fund.

J. BRADLEE SMITH, Secretary.

Hongkong, December 9, 1878.

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(FIRE AND LIFE.)

CAPITAL—TWO MILLIONS STERLING.

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Hongkong, January 4, 1867.

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Hongkong, October 15, 1868.

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CHINESE DICTIONARY IN THE CANTONESE DIALECT. Part I. and II. A to M, with Introduction. Royal 8vo, pp. 404.—By EDWARD JOHN ENNIS, Ph.D. Third Edition.

To be had from Messrs LANE, CLAYTON & Co., Hongkong and Shanghai; and Messrs KELLY & WALSH, Shanghai.

Hongkong, April 1, 1879.

Merchant Vessels in Hongkong Harbour.

Exclusive of Cold Arrivals and Departures reported to-day.

To facilitate finding the position of any vessel in the Harbour, the Anchorage is divided into eight Sections, commencing at the Green Island. Vessels near the Hongkong shore are marked A., near the Kowloon shore B., and those in the body of the Harbour or midway between each shore are marked C., in conjunction with the figures denoting the sections.

Section. 1. From Green Island to the Gas Works. 2. From Gas Works to the Novelty Iron Works. 3. From Novelty Iron Works to the Harbour Master's Office. 4. From Harbour Master's Office to the P. and O. Co.'s Office. 5. From P. and O. Co.'s Office to Peddar's Wharf. 6. From Peddar's Wharf to the Naval Yard. 7. From Naval Yard to the Pier. 8. From Pier to East Point.

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